

	REQUEST FOR QUOTATION RFQ# HQ954134	ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams Phoenix, AZ 85007 Phone: (602) 542-1040 Fax: (602) 542-1741
	Quotations are due by 3:00 P.M., Local Time September 15, 2008	Date: August 25, 2008

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

The terms and conditions attached to this form should be reviewed and understood before preparing a quotation. The Uniform Terms and Conditions and Uniform Instructions to Offerors are incorporated into this document by reference, and may be obtained by visiting: <http://www.azeps.az.gov/PoliciesDocuments/terms/UIQv7.pdf> for the Instructions, <http://www.azeps.az.gov/PoliciesDocuments/terms/UTCv7.pdf> for the Terms and Conditions. In accordance with Arizona Revised Statute 41-2535(B), this purchase is restricted to small businesses, if practicable. By signing this form, the Offeror self certifies that it is a small business as defined above. Please check as many as applicable:

____ I certify that my company is a Small Business. A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts.

____ I certify that my company is a Woman-Owned Business Enterprise (WBE). A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Minority-Owned Business Enterprise (MBE). An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

Submit (via Fax) to Location: 1740 West Adams, Room 303 Phoenix, AZ 85007	Delivery / Pick Up Location: 150 N. 18 th Ave, Suite 120 Phoenix, Arizona	Contracts Officer/Buyer: Cindy Sullivan Phone: (602) 542-2934 Fax: (602) 542-1741 Email: sullivc@azdhs.gov
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Item	Description of Material or Service	Unit Rate	Price
1	"Save the Date" Postcards	Each	\$ _____
2	"Are Your Child's Shots Up to Date? Brochure	Each	\$ _____

For Special Terms and Conditions, see Pages 4-8. For Scope, see Pages 9-10. Last Year's Order was 2,000 "Save the Date" Postcards Last Year's Order was 6,000 "Are Your Child's Shots Up to Date" Brochures	Sub-Total	\$ _____
	Tax	\$ _____
	Total	\$ _____

THIS SECTION MUST BE COMPLETED BY VENDOR

Company Name	Address	City	State	Zip Code	Phone No.	Fax No.
<div style="display: flex; justify-content: space-between;"> <div>_____ Signature</div> <div>_____ Date</div> <div>_____ Typed Name and Title</div> </div>						

Procurement Officer: _____

Date: _____

In accordance with A.R.S. 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. 35-397, the offeror hereby certifies that the offeror does not have any scrutinized business operations in Sudan.

SPECIAL INSTRUCTIONS TO OFFERORS

REQUEST FOR QUOTATION # HQ954134

1. SUBMISSION:

Quotations shall be signed by the offeror where applicable and delivered as designated on the first page of the document along with the completed Section 7 of the Scope of Work paragraphs b. and c.

2. INQUIRIES:

All inquiries must be submitted in writing to the Solicitation contact person, and within three (3) days before the Offer due date and time to allow sufficient time for question review and response.

3. IDENTIFICATION:

Offeror agrees to provide a Federal identifier (EIN or SSN) for the purposes of reporting to the appropriate taxing authorities, monies paid by the State under this contract.

4. OPENING:

This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.

5. STANDARD PROVISIONS:

The State of Arizona's Uniform Instructions and Uniform Terms and Conditions, where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the A.D.H.S. Procurement Office or may be viewed at Arizona Department of Administration webpage at <http://www.azdoa.gov/>.

6. TAXES:

The State of Arizona is exempt from Federal excise Tax, including the Federal Transportation Tax. The Arizona State Hospital is exempt from State Sales Tax.

7. BID REJECTION:

The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.

8. NEGOTIATION:

Negotiations may be held.

9. EVALUATION:

Quotation shall be evaluated according to the following evaluation criteria which are listed in relative order of importance.

a. Cost

8. ARIZONA PROCUREMENT CODE:

The Arizona Procurement Code (A.R.S. Title 41), Chapter 23 is available at most public libraries; A.C.C.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the D.H.S. Procurement Office. They may be viewed at Arizona Department of Administration webpage at <http://www.azdoa.gov/>

9. REASONS FOR CANCELLATION:

Failure to provide service maintenance in accordance with the Scope of Work or failure to meet the stated delivery commitment shall be cause for IMMEDIATE cancellation of the contract.

<p style="text-align: center;">SPECIAL INSTRUCTIONS TO OFFERORS REQUEST FOR QUOTATION # HQ954134</p>
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10. ADDITIONAL TERMS AND CONDITIONS:

Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.

11. NON EXCLUSIVE CONTRACT:

Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona.

12. SUSPENSION OR DEBARMENT CERTIFICATION:

By signing the offer section of the Offer and Acceptance Page 1, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.

13. REQUIRED INFORMATION:

The following items shall be submitted with each bid. Failure to include all of the items may result in the bid being rejected.

- a. Offer and Acceptance, page one (1)
- b. Price Sheet, page one (1)
- c. Notices, paragraph eight (8), page nine (9)

SPECIAL TERMS AND CONDITIONS

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1. PURPOSE:

Pursuant to provisions of the Arizona Procurement Code, A.R.S. § 41-2501 Et Seq., the State of Arizona, Arizona Department of Health Services ("ADHS") intends to establish a service maintenance contract for all of its Brother Fax Machines.

2. TERM OF CONTRACT:

The term of the contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein.

3. CONTRACT EXTENSIONS:

The Department may, by mutual written Contract amendment, extend any resultant Contract in twelve (12) month increments for a maximum of two (2) years. The Contract term shall not exceed a total of five (5) years from the date of Contract award, or \$50,000, whichever comes first.

4. CONTRACT TYPE:

☒ Fixed Price

5. AUTHORIZATION FOR PROVISION OF SERVICES:

Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

6. PRICE INCREASE/PRICE DECREASE:

Contractor prices accepted and subsequently awarded by a contract in response to this IFB shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the contract has been in effect for one (1) year. The Office of Procurement will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested. Any price increase adjustment, if approved, will be effective upon execution of a written contract amendment.

7. LICENSES/CERTIFICATION:

The Contractor shall obtain and maintain in current status, all required federal, state, county, city and local licenses, permits or certifications for the Contractor, their employees and subcontractors required for the operation of the business conducted by the Contractor. Within ten (10) days of contract award, the Contractor shall provide a list of all licenses and certifications they hold.

8. ACCURACY OF WORK:

The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.

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9. INFORMATION DISCLOSURE:

The contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

10. PAYMENT:

All invoices shall include delivery time, and contractual payment terms. Items are to be identified by the name, product number, contract number, line item number, and serial number if applicable. Any Purchase Order issued shall refer to the contract number and line item number(s).

11. FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS:

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

12. OFFSHORE PERFORMANCE OF WORK PROHIBITED:

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

13. PANDEMIC CONTRACTUAL PERFORMANCE:

- A. The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a Contract. At a minimum, the Pandemic Performance Plan shall include:
 - 1. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 - 2. Alternative methods to ensure there are products in the supply chain.
 - 3. An up to date list of company contacts and organizational chart.
- B. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:

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4. After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms.
5. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.
6. Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Contract(s).

14. INDEMNIFICATION:

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

15. INSURANCE REQUIREMENTS:

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- | | |
|--|-------------|
| • General Aggregate | \$1,000,000 |
| • Products – Completed Operations Aggregate | \$ 500,000 |
| • Personal and Advertising Injury | \$ 500,000 |
| • Blanket Contractual Liability – Written and Oral | \$ 500,000 |
| • Fire Legal Liability | \$ 25,000 |
| • Each Occurrence | \$ 500,000 |

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

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- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$500,000

- a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"**.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$100,000

Disease – Each Employee

\$100,000

Disease – Policy Limit

\$100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim

\$ 500,000

Annual Aggregate

\$1,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona Department of Health Services, Procurement Office, 1740 W. Adams, Room 303, Phoenix, Arizona 85007 and

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shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Department of Health Services, Procurement Office, 1740 W. Adams, Room 303, Phoenix, Arizona 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

16. EFFECTIVE SEPTEMBER 30, 2008 – COMPLIANCE WITH A.R.S. 41-4401:

- A. By entering into the Contract, the Contractor warrants compliance with Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and relations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
- B. The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.



SCOPE OF WORK

CONTRACT No. : HI954134

2008-2012 Maricopa County Childhood Immunization Partnership Contract

1. Background

The Arizona Department of Health Services (ADHS) Arizona Immunization Program Office (AIPO) is establishing a contract to develop and disseminate immunization information materials in Maricopa County. The contract reflects activities necessary to aid the AIPO and Maricopa County reach the immunization goals outlined by the Centers for Disease Control and Prevention (CDC) as national goals.

2. Objective

- A. To increase health care provider knowledge of current immunization and vaccine issues; and
- B. To provide school nurses and parents/guardians with information on the location and time of free immunization clinic sites throughout Maricopa County.

3. Scope of Work/Deliverables

Required Activities

The Contractor shall:

- a. Develop, print and distribute postcards that promote and provide date(s) and time(s) of immunization/vaccine education programs in Maricopa County to Maricopa County health care providers who serve children birth through eighteen (18) years; and
- b. Develop, print and distribute a brochure listing dates and locations of free immunization clinics throughout Maricopa County. The brochures shall be distributed, but not limited to, school nurses and parents/guardians.
- c. Provide Certificate of Insurance upon award.

4. Reference Documents

Standards of Child and Adolescent Immunization Practices

5. State-Provided Items

The Arizona Immunization Program Office will provide:

- a. Educational and technical guidance;
- b. Technical assistance upon request; and
- c. Technical support specific to health education efforts.



SCOPE OF WORK

CONTRACT No. : HI954134

7. Notices, Correspondence and Reports

- a. Notices, Correspondence, Reports from Contractor to ADHS shall be sent to:

Immunization Services Manager
Arizona Immunization Program Office (AIPO)
150 N. 18th Ave., Suite 120
Phoenix, AZ 85007-3233
Phone: 602-364-3630
Fax: 602-364-3285

- b. Notices, Correspondence, Reports from the ADHS to the Contractor shall be sent to:

Organization: _____

Attention: _____

Street Address: _____

City, State and Zip Code: _____

Telephone: _____

E-mail: _____

- c. Payments from ADHS to the Contractor shall be sent to (if different from the above address):

Organization: _____

Attention: _____

Street Address: _____

City, State and Zip Code: _____

Telephone: _____

E-mail: _____